

“Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in New York, before (one) (three) arbitrator(s). At the option of the claimant party to file an arbitration, the arbitration shall be administered either by NYSAA pursuant to its NYSAA Commercial Arbitration Rules & Procedures, or by similar ADR forums in New York pursuant to its rules and procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. “

(Optional) Allocation of Fees and Costs: “The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys’ fees of the prevailing party.”

*The drafter should select the desired option from those provided in the parentheses.

All of the NYSAA Rules, including the General Arbitration Rules set forth below, can be accessed at the NYSAA website: www.NYSAA.NYC